

CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP
REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this 30th day of **June 2014**, by and among the following **ERLOD ST. HILAIRE**, owner of the subject property; the **CITY OF NORTH MIAMI (City)**, a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and **LAW CONSTRUCTION GROUP, INC.**, whose principal business address is **9803 SW 191st Street, Miami, Florida 33157**, regarding rehabilitation of the real property legally described as:

Lot 12, Block 5 of **OVERBROOK SHORES**, No. 2 according to the Plat thereof, as recorded in Plat Book 50, Page 31 of the Public Records of Miami-Dade County Florida a/k/a 35 NW 123rd Street, North Miami, Florida 33168 (subject property)

WITNESSETH:

WHEREAS, the Florida Legislature created the State Housing Initiatives Partnership (SHIP) Program to provide funds to local governments for the creation of local housing partnerships, the expansion, production and preservation of affordable housing for very-low, low and moderate income persons, and to increase housing-related employment; and

WHEREAS, the City has established a local Housing Assistance Program (Program) to provide assistance to eligible homeowners within the City for the purpose of purchasing or rehabilitating property (Project), in accordance with the SHIP Program specifically described in Chapter 420, Florida Statutes and Chapter 67-37, Florida Administrative Code; and

WHEREAS, the Owner has agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the Parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

NOW, THEREFORE, in consideration of the mutual promises and the money, which the City will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. SHIP funds in the amount of **\$23,500.00** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property.
2. The Specifications & Proposal (Contract Documents) related to the Project, attached as Composite Exhibit "A", (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Program, and the Parties agree to abide by and comply with their respective roles and responsibilities.

3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the City, Miami-Dade County, and the State of Florida.
5. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy.
6. The Parties acknowledge and agree that funds provided derive from SHIP Program funds appropriated to the City by the Florida Department of Community Affairs for the uses and purposes referred to in this Agreement.
7. The Owner acknowledges that the property is a primary residence, and agrees to continually occupy the property as a primary residence for a period of 7 years from this Agreement's execution.
8. It is agreed and understood that SHIP Program funds provided to the Owner in order to rehabilitate the subject property constitute an indebtedness to be secured by a non-interest bearing Note and Mortgage, unless there is a default. Further, the Parties agree that the indebtedness shall be partially forgiven in the amount of **\$3,357.14** each year over a 7-year period, until fully forgiven.
9. If any interest in the property is sold, assigned, subleased, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement's execution, such an event shall be considered a default unless the property owner agrees to re-pay the remaining balance prior to such event. The indebtedness shall be payable at a rate of four percent (4%) simple interest per year on the remaining principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.
10. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of seven (7) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the City.
11. The Owner and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the City's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.

12. If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by the Owner occur.
13. In the event the Owner or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement. Further, action by the Owner or Contractor to prevent or deny the City's inspection of the project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.
14. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner or Contractor fail to comply with the foregoing covenants and restrictions.
15. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
16. Owner shall not release or amend this Agreement without the prior written consent of the City.
17. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner, Contractor or any third person or entity.
18. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **\$23,500.00**. Owner and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **\$23,500.00**. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

19. Owner and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising or accruing by virtue of this Agreement.
20. Owner and Contractor shall not assign, sublease, or transfer any interest in this Agreement.
21. In the event of a default, the City may mail to Owner or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) calendar days of the mailing of the notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.
22. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.
23. A default shall include but not be limited to the following acts or events of an Owner, Contractor or their agents, servants, employees or subcontractors:

- a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the project throughout the day on each full working day, weather permitting.

- b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
- c. Failure by Owner to comply with the terms and conditions of the Note, Mortgage or other document executed in connection with the Program, or the Owner's provision of false, fictitious or fraudulent statements to obtain SHIP funding.
- d. Insolvency or bankruptcy by the Owner or the Contractor.
- e. Failure by the Contractor to maintain the insurance required by the City.

- f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the City.
- 24. If Owner defaults this Agreement by insolvency or bankruptcy, the following shall apply:
 - a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:
 - 1. In the event the Owner files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner acknowledges that such waiver is done knowingly and voluntarily.
 - 2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner in favor of the City.
 - 3. In the event the Owner files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner agree to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owner shall agree that the City is oversecured and, therefore, entitled to interest and attorneys fees pursuant to 11 U.S.C. 506(b).

Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owner has less than five (5) years of payments remaining on the Note, the Owner agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

- b. Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Owner or Contractor, the following shall occur:

In the event the Owner files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owner acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owner acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Owner agrees to file a motion to assume the Agreement within ten (10) days after their receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Owner further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- c. Should the Parties wish to execute the Agreement after the Owner has filed for bankruptcy, the following shall occur:
 - 1. The Owner agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.
 - 2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.

- 25. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor files for bankruptcy, the following shall occur:

- a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365.

The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under

11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.

- b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.
- c. In the event that the Owner defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 24 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303.

The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owner defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owner, against the Contractor including, but limited to, any claim or right of recoupment.

- 26. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
- 27. The Owner and Contractor shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code.

28. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attn: Director, Community Planning & Development

With a copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attn: City Attorney

If to Contractor: Law Construction Group, Inc.
Leaford Wray (Registered Agent)
9803 SW 191st Street
Miami, Florida 33157

If to Owner: Erol St. Hilaire
35 NW 123rd Street
North Miami, FL 33168

or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

29. It is understood and agreed that all parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
30. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.
31. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
32. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

Witness

Erol St. Hilaire, Owner

CONTRACTOR:

DocuSigned by:
By: LANE BALFOUR
AD18BF54B7F648E...

Witness

Date: 7/24/2014

APPROVED:

DocuSigned by:
Tanya Wilson-Seyour
1BED25791E0F46A...
Director
Community Planning & Development Dept.

ATTEST:

DocuSigned by:
City Clerk
2C7010872EE8414...

CITY OF NORTH MIAMI

DocuSigned by:
By: Aleem A. Chany
AD8C32C3AF4E44B...
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Regine Monestime
9787BB01BC7F413...
City Attorney

Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

REQUIREMENTS FOR INDEPENDENT LIVING ENHANCEMENTS

The client is a thirty one (31) year old male who is ambulatory however, he has limited cognitive abilities. His speech is limited however, he can communicate simple phrases and responds to commands. He cannot use the computer due to his ongoing regular seizures and other conditions described by his mother. His mother is the primary care giver. She does most of his daily care. He has seizures and balance issues when walking, getting in and out of the home and during bathing, dressing, hygiene and toileting. Her greatest concerns at this time is improving his daily care and health when living more independently within his environment. The barrier-free improvements include: the implementation of (assistive technology products and devices to stabilize and improve independence when he is toileting, performing daily hygiene and showering). These assistive technology devices, adaptations, and improvements are needed to his bathroom. The technology products are further described within this report.

Temperature in the home: stabilizing the homes temperature is medically necessary so the client can function more independently and hopefully have a reduction of the number of seizures that occur. The mother stressed the interior heat within the home is causing her sons seizure activity to increase and she stated the home has only one window A/C unit.

Goals: the client would like to maintain and stabilize the level of seizures occurring. If he can reduce or eliminate his seizures, he may be able to be leave the home for a day program. He will need to be trained in a skilled program. The client's mother has located a community based service to provide said such services as most programs can't receive a person with severe medical conditions. Her current priorities are: to stabilize his medical condition and seizure activity by improving his environment and enhancing his independence.

INTERIOR

GENERAL PAINT SPECIFICATIONS

Unpainted materials will require priming and two coats of paint. Tint the primer to the color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

05) BATHROOM RENOVATION**\$10,000.00**

The intent of the following work item specifications is total renovation of the bathroom. Haul away all debris from property at once. Homeowner is to select tile colors and sizes. Budget \$3.00 per square foot for the field tile only, this does not include the appropriate trim and finishing materials.

- a) Completely removed and discarded faucet, sink, toilet, diverter, tub, drain assembly and all related components. Remove and discarded the medicine cabinet/mirrors, light fixtures, bath accessories. Inside and outside the shower area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Remove and discarded the flooring material.
- b) Install a new curbless shower stall with a new drain, pan-drain line. Replace shower flooring with a skid resistant surface material. Skid resistant mosaic tile should be used on the floor. Raise and slope the shower floor toward a new center drain. The shower pan should be beyond the shower stall 3-4" and up to 8" up the wall.
 - o Install new cement backer board to the new studs. Install new ceramic tile shower enclosure to ceiling height, with thin set.
 - o Install shut-off valves. Secure showerhead. Showerhead must be WaterSense labeled, using no more than 2.0 gallons of water per minute.
 - o Shower controls and operating mechanisms will be operable with one hand and should not require tight grasping. Acceptable designs for the shower control fixture are lever-operated, push-type or touch-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer. Hand held Shower on a grab bar: install for shower stall with a separate valve a 5' long hose for easy access for bathing. Pause control is needed.
 - o Inside the shower stall, install one (1) 36" grab bar on the long wall and (1) 24" bar on the short wall of shower and one (1) 24" across from the toilet and sink wall mounted.
 - o The bar must be measured with the client and approved by them prior to installation. Wingits may be used instead of backing. Homeowner to choose color for the bar either stainless steel or white enamel finish. **ADA approved grab bars are required.**
 - o Within shower area, install a new ceramic towel bar and a soap dish per Homeowner selection.
 - o Install a new shower bench with four legs and back for new shower.
- c) Outside the shower area, install new ceramic bath accessories: towel bar, toothbrush and glass holder, paper holder, soap dish. Homeowner will select from standard stock.

Install a new recessed medicine cabinet with plate glass mirror doors, overall size approximately 36"x23".

- d) Floor - install new skid resistant mosaic floor tiles. Inspect sub-floor and make repairs that will assure it provides a solid, smooth bed. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room.
- i. Walls and ceiling - Prepare the walls to receive tiled wainscot by installing new cement backer-board to the new studs. Install new ceramic tiles on the walls wainscot height with mastic or thin set. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles. Install and Inlaid 1' x 1' x 4" shelve unit for shampoo storage
1. Painting - Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work. Unpainted materials will require priming and two coats of paint.
- ii. Install new 24" vanity cabinet/sink and either a Lever Faucet and or Single Lever. Discuss the vanity cabinet storage amenities with Homeowner, as the Homeowner will select these amenities from standard stock. **Acceptable types must be EPA certified Water-Sense program.**
1. The new vanity shall be plywood or solid wood including the doors, no particleboard. **CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.**
2. The sink (cultured marble sink) shall be formed as an integral part of the countertop. Homeowner will select the color and style for the cabinet, and sink/countertop from standard stock colors.
3. New fixtures controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Choose a model made by a reputable manufacturer. Choose a model(s) made by a reputable manufacturer(s).
4. Install new supply tubes. Install new drain assembly for the sink. Install shut off valves.
5. Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall.
- iii. Install a new toilet with toilet seat. Discuss with the Homeowner, elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand at 17" or higher, ADA approved and wheelchair accessible. The new toilet must be listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Install new supply tube(s), escutcheon(s) and shut off valve(s).
- o Install a new Washer Dryer Bidet System to sit atop the new toilet seat. The bidet system requires one GFCI receptacle behind the toilet. It is operated using a push button to both wash and dry.



- Install two floor mounted adjustable grab bars next to the toilet. Install on each side. See picture attached. This is two sets requiring floor mounting and adjust next to the toilet.
- iv. Provide tamper proof GFCI Receptacle(s), in the bathroom.
- v. Install a horizontal strip light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the budgeted amount of \$45.00; ENERGY STAR qualified and labeled accordingly.

06) INSTALL NEW CENTRAL AIR CONDITIONING SPLIT SYSTEM

AND INSTALL NEW SUPPLY AND RETURN AIR DUCT SYSTEM **\$ 5,000.00**

- **Living room and bedroom - remove the existing through-the-wall condensing unit. Close off the opening with concrete blocks. Apply stucco patch on the exterior matching the adjacent surface in texture and thickness. Patch and paint the interior and exterior walls material to match the existing adjacent surfaces. Haul away all debris from property at once.**

Install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the house (including the addition). The electric heat strip should be sized to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F. The air conditioning unit shall have a minimum SEER rating of 14.5, ENERGY STAR qualified and labeled accordingly. Acceptable manufactures are Carrier, Rheem and Goodman. Haul away all debris from property at once. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications and building codes.

- Provide a heat loss load calculation to properly size the replacement unit and new supply/return air ductwork and transfer system.
- Discuss with the Homeowner the options of placement of the air conditioning equipment and vents prior to installing the same: Homeowner to sign-off on final design.
- Upgrade and/or modify the electric (per building code).
- Provide new programmable thermostat, high and low voltage electric service, liquid lines, stands and/or concrete pad.
- Install new supply/return air ducting and new grilles to each room. Do not install bedrooms return air grilles in the walls or doors.
- Under this work item, include the necessary framing, drywall and wall/ceiling finishing/painting to accommodate the installation of the complete air condition system with new ductwork. There was no existing a/c unit and ductwork.

- Modify walls, ceilings, closets and doors to accommodate the new equipment and new supply, new return air ductwork and new outlets. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces.
- Install a condensation drain line, with a condensation pump, thru the attic.
- . All installations in strict compliance with codes and manufactures specifications. Rebate to be applied to contractors cost.
- New disconnect required for this new unit.
- Provide all warranties (1 copy) and verification of Energy Star compliance of this product after installation and at final inspection.
- Replace closet door, renovate hallway closet to accommodate the new unit. Louver door will be required with new frame and hardware.
- Clean, patch and paint the inside of the air handling closet prior to installation.

07) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS \$2,000.00

Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and any other area as required per code; inasmuch as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces (including where an existing smoke detectors were removed), paint from cut-line to cut-line.

a. Remove any existing hard-wired smoke detectors, if cannot be interconnected

Remove any battery-operated smoke detectors and patch surface after removal.

08) ELECTRIC UPGRADE INCLUDING SERVICE AND PANEL \$4,000.00

Check electrical service for the size of the house and the amount of appliances currently being serviced; increase the amperage to supply house demands. Relocate, as required, and upgrade new service and panel per FBC and NEC.

- Separate and balance the existing circuits. All circuits in the panel box should be clearly labeled with a minimum of two (2) spare circuits.
- Provide and install ARC Fault Circuit Breakers in all rooms.
- Replace damaged, malfunctioned, painted over and/or missing switches cover plates, receptacles, and GFCI's. The new receptacles should be modern polarized, grounded receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.
- Replace damaged electrical connections, conduit and wiring.

- Provide and install tamper proof GFCI Receptacles and/or GFCI Circuit Breakers for the bathroom(s), kitchen, all outside receptacles and non-grounded receptacles.
- Kitchen – provide the required number of tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24” from the GFCI outlet, per FBC and NEC.
- Kitchen – provide a 4-prong receptacle with the required wiring and power cord for the electric range.
- Provide a 4-prong receptacle with the required wiring and power cord for the electric cloth dryer.
- Provide code required single receptacle for the refrigerator.
- Provide a dedicated 20 amps outlet and wiring over the kitchen range/stove.
- Provide attic access light fixture and switch, if required or missing.
- Patch and paint any affected areas associated with this work item to match the existing adjacent surfaces, paint from cut-line to cut-line.

09) INSTALL ATTIC INSULATION R-30**\$2,000.00**

- Install R-30 blow-in, loose-fill insulation and/or blanket insulation in the attic and ceiling above living space. Prevent the insulation from blocking soffit vents. Follow the electrical codes; keep insulation at least 3 inches from heat-producing fixtures, such as, recessed lights. When work is completed, provide Homeowner and City inspector with a certificate for an R-30 Insulated Attic.
- Replace the attic access door, ½” AC plywood. Replace door casing. Match style of casing with existing casing in the home. Make door panel is fully functional and check framed opening, make the necessary repairs. Patch and paint door panel and casing and adjacent surfaces around access door opening to match existing. Laminate three (3) layers of R10 rigid foam insulation, and mount to the backside of the plywood door. Weather-strip the perimeter of the attic scuttle.

10) INSTALL CEILING FAN WITH LIGHT**\$500.00****LOCATIONS: NORTHEAST BEDROOM**

Install new ceiling fan (5-blade minimum) with light as manufactured by Hampton Bay, Hunter Douglas or approved equal. Material allowance is \$150.00 per fixture, ENERGY STAR qualified and labeled accordingly. Conceal all wiring, no surface mounted molding. Install junction box and ceiling support, as required for the installations. Repair walls and ceilings as required, matching the adjacent surfaces.

- Install a wall switch to control the light and a separate speed control switch to control the fan.

Exhibit B

Program Regulations

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the Agreement and all applicable plans and specifications. Change Orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or Change Orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

Upon execution of this agreement, the property owner agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. All projects will be subject to before and after photos and may be included in various local, state and federal reports, which are public records.

Commencing Work

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

- a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.
- b. Program funds shall be paid upon compliance by the contractor with the following:
 1. Environmental Review
 - The National Environmental Policy Act (42 U.S.C. 4321, et seq.);
 - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
 - Environmental Review Procedures (24 CFR Part 58);
 - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
 - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)

2. Lead Based Paint

- Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
- HUD Lead Based Paint Regulations (24 CFR Part 35).

3.

Asbestos

- Asbestos Regulations (40 CFR 61, Subpart M);
- U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).

4. Labor Standards

- The Davis-Bacon Act (40 U.S.C. 276a) as amended;
- The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
- Federal Labor Standards Provisions (29 CFR Part 5.5).

Additionally, all parties agreed to comply with all existing federal, state and local laws and ordinances hereto applicable, as amended.

When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion (**submit only with final payment**)

Final payment shall be due and payable within **forty (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the City of North Miami.